

# COPY

Memorandum of understanding dated June 13, 2002, between the Englewood Public Schools and the Englewood Administrators Association regarding the terms and conditions of employment for the period July 1, 2002 through June 30, 2005.

Mutual Preparation

This memorandum has been developed and drafted by the negotiating committees of the Board and the EAA and contains their mutual understanding.

Both parties agree to the following:

1. Three year agreement on salary guides for all positions covered by the Unit Membership definition. The number of guides reflects the current membership titles.
2. Service adjustment of \$1,000 per year after 10 years of continuous service in Englewood.
3. Cap of \$7,500 on tuition reimbursements beginning January 1, 2003.
4. Reimbursement for physical examination in the amount of \$500 upon presentation of medical insurance reimbursements and other proof of actual payment.
5. Definition of workday and work year.
6. Reduction in the number of personal days.
7. Elimination of recess days and alignment to district 12 month calendar.
8. Mutual development of an evaluation system for administrators.
9. Changes in contract language as attached.

For the Board

Lazaro Carvajal  
Board President

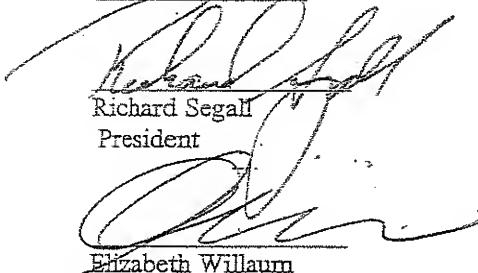


Robert Aloia  
Board Secretary

Dated: June 13, 2002

For the Association

Richard Segall  
President



Elizabeth Willaum  
Vice President

Dated: June 13, 2002

2002 - 2005

A G R E E M E N T

of

TERMS AND CONDITIONS  
OF EMPLOYMENT

between

THE ENGLEWOOD BOARD OF EDUCATION

and

THE ENGLEWOOD PUBLIC SCHOOL ADMINISTRATORS ASSOCIATION

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## ARTICLE I

### Unit Membership

In accordance with the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., the Board hereby recognizes the Association as the exclusive and sole representative for the collective negotiation concerning the terms and conditions of employment for all certified administrative personnel employed under administrative certifications other than School Administrator or School Business Administrator.

Unless otherwise indicated, the term supervisory employee when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the above-defined negotiating unit.

## ARTICLE II

### Negotiation Procedure

The parties agree to enter into collective negotiations over a successor Agreement no later than November 1 and no earlier than October 15 of the year preceding the calendar year in which this Agreement expires.

Neither party shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall have all the necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.

Except as this Agreement provides all terms and conditions of employment applicable on the effective date of the Agreement shall continue to be so applicable during the terms of this Agreement.

This Agreement incorporates the entire understanding of the parties on all matters that were or could have been the subject of negotiation. During the terms of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

Both parties agree to be in complete compliance with all aspects of N.J.S.A. 34:13A-1 et seq. And all other Statutes of the State of New Jersey in regards to employment practices, educational procedures and personal rights.

Nothing in this Agreement shall be construed to deny or restrict to any supervisory employee any such rights he shall have under law.

## ARTICLE III

### Association Rights and Privileges

The Board agrees to furnish to the Association, in response to reasonable written requests from time to time, all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and all allocation, agendas, and minutes of all Board meetings, census data, names and addresses of all administrators and supervisors and such other information that shall assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the supervisory employees, together with information which may be necessary for the Association to process any grievance or complaint.

Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations.

The rights and privileges of the Association and its members shall be granted only to the Association and its members and to no other organization. This is done in accordance with the terms of this Agreement.

## ARTICLE IV

### Evaluation

An evaluation instrument will be developed by a committee comprised of Association and District Administration Office representatives. Each supervisory employee is entitled to have a response heard and appended to the evaluation report. Procedures shall be consistent with the provisions of N.J.A.C. 6:3-1.2 for tenured and N.J.S.A. 18A: 27-5.1 et seq. for non-tenured personnel.

Results of standardized tests used for the evaluation of students shall not be used as a means to evaluate supervisory employees.

## ARTICLE V

### Contract Renewal

Each non-tenured supervisory employee shall receive written notice prior to May 15 of each year whether or not the Superintendent of Schools, or his/her designee, intends to recommend renewal of contract for the ensuing year.

## ARTICLE VI

### Leaves of Absence

- I. Sick Leave: Each twelve (12) month supervisory employee shall be entitled to twelve (12) days sick leave per year. Unused days of sick leave shall be accumulated from year to year. All sick leave days earned shall be credited toward retirement policy. This provision provides no entitlement at this date but is subject to subsequent negotiations.

Upon retirement, supervisory employees shall be paid for their unused accumulated sick leave days based on the following formula: 1/2 accrued number of sick days x per diem (1/240) salary at time of retirement to maximum of \$20,000.

- II. Personal Business or Religious Reasons: Four (4) days. Leave of absence during school hours for the following reasons will require no further explanation:

Religious  
Health problem of a child or spouse  
Legal Business  
Death of a friend

- III. Emergency Leave: The Superintendent of Schools may grant to any regularly employed supervisory employee emergency leave each year for the following reasons:

1. Death in the immediate family – four (4) days. Immediate family shall be defined as:
  - Husband or wife
  - Children
  - Mother or father
  - Brothers or sisters
  - Mother-in-law or father-in-law
  - Grandparents
  - Other relatives, if living in the same domicile at time of death
2. Death of a relative not a member of the immediate family – one (1) day.

Other leaves for personal reasons may be granted by the Superintendent of Schools or his/her designee for good cause.

A personal business day cannot be taken during the five (5) days prior to the closing of school in June nor immediately before or after any school holiday, vacation or weekend. Exceptions for reasons beyond the control of the employee and acceptable to the Superintendent of Schools may be granted.

The policy of the Board to allow supervisory employees to attend State and National conferences as the official representative of the District shall continue. The District shall bear the expenses incurred by the employee participating in such conferences upon recommendation of the Superintendent of Schools or his/her designee.

For tenured supervisory employees a leave of absence without pay for one (1) year may be granted by the Board. Additional leave with just cause may be granted by the Board for reasons such as, but not limited to, illness, personal tragedy, personal problems, education, legal business.

All requests for extensions or renewals of leave shall be applied for in writing and, if granted, notification by the Board will be in writing prior to April 1.

## ARTICLE VII

### Attendance Incentive

Administrators with seventy (70) or more accumulated sick days shall be eligible to sell back a maximum of ten (10) sick days in accord with the following schedule:

	<u>Maximum Payment</u>
1 day absent (sick) .....	\$200.....\$2,000
2 days absent (sick).....	\$190.....\$1,900
3 days absent (sick).....	\$180.....\$1,800

After ten years of continuous service with The Englewood Public Schools, a service adjustment of \$1,000 per annum will be paid.

## ARTICLE VIII

### Vacation and Holidays

Each supervisory employee shall be entitled to twenty-two vacation days per year after one year of service, twenty-three days after six years of service, and twenty-six days after ten years of service.

For each supervisory employee, ten years of service shall be determined as of June 30 anniversary date. Any person receiving the eleventh contract shall be considered to have worked ten full years even though the initial period was for less than twelve months. A contract year is from July 1 to the following June 30.

A maximum of five (5) vacation days may be banked for an additional use period of one (1) year from the date upon which the original vacation leave would have expired. All regular vacation leave with the above exception must be used within a fourteen (14) month period beginning on July 1 and ending August 31 of the following year. Vacation time may be used by the supervisory employee with the approval of the supervisor.

The following days shall be considered holidays or days off with pay for all twelve (12) month employees of the bargaining unit. When such holidays fall on a weekend the school calendar shall determine the holiday status. Holidays shall include:

Independence Day	Day following Thanksgiving
Labor Day	Christmas Day
Rosh Hashanah (1 day)	New Years Day
Yom Kippur	Martin Luther King, Jr.'s Birthday
Columbus Day	Lincoln's Birthday
Election Day	Washington's Birthday
Veteran's Day	Good Friday
Thanksgiving Day	Memorial Day

The school offices may remain open during winter or spring vacations. However, each twelve (12) month employee may have three (3) designated days off during the Christmas vacation period and one (1) designated day during the spring vacation period. Such days shall be pre-determined by the Superintendent of Schools or his/her designee and shall not be charged to the vacation days of the supervisory employee.

## ARTICLE IX

### School Calendar

Representatives of this Association shall participate in the formation of the school calendar prior to its being adopted by the Board of Education.

## ARTICLE X

### Transfers of Personnel

No supervisory employee will be transferred without first being consulted and notified of such transfer or change of assignment at least ten days prior to anticipated Board of Education action.

A request for transfer shall be submitted through channels to the supervisory employee's immediate supervisor and submitted to the Superintendent of Schools or his/her designee for endorsement. The Superintendent of Schools or his/her designee shall acknowledge the receipt of the request and schedule an interview with the candidate as soon as possible. After the Board has taken action the supervisory employee shall be informed of the decision in writing.

## ARTICLE XI

### Tuition Reimbursement

The Board, upon recommendation of the Superintendent of Schools or his/her designee, will grant tuition reimbursement to each supervisory employee annually, upon completion of an approved college course(s) leading to a degree or certification, or similar charges for inservice training. Between July 1, 2002 and December 31, 2002 the reimbursement rate will be 50% of the actual tuition paid. Between January 1, 2003 and June 30, 2005 the reimbursement will be a maximum per individual of \$7,500. Payment will be made upon presentation of an official college transcript or other evidence of satisfactory completion and an official receipt of tuition payment. All claims must be submitted no later than ninety (90) calendar days following the completion of the program.

Administrators with an earned doctorate (Ph. D. or Ed. D.) from an accredited university will have an annual salary adjustment of \$2,000. If the doctorate is earned during the contract year, the salary adjustment will be pro-rated for the year based on the date of the award by the university.

## ARTICLE XII

### Insurance Protection

The Board shall provide the following health care insurance protection and shall make full payment of the premiums for each supervisory employee as follows:

1. State Health Benefits Plan\* (family coverage where appropriate)
2. Delta Dental Insurance\* (family coverage where appropriate)
3. Spectra Vision Plan\* (family coverage where appropriate)

\* or its equivalent

The Board will make payment of insurance premiums for each supervisory employee who remains in the employ of the Board for the full school year to provide insurance coverage for the full twelve (12) month period without interruption in participation or coverage. The Board shall provide for the continuation of health-care insurance after retirement, leave of absence, or resignation on the terms detailed in the master policies and contracts agreed upon by the Board and the Association.

The Board will make available to retired administrators the option to participate in the group rate for dental and vision care plans. This provision will be on a pilot basis and reviewed annually to determine that there is no additional cost to the Board for this benefit and that the participants will be responsible for the premium and any administrative costs associated with this provision. The retired administrators will submit payment to the Board on a semi-annual basis prior to the billing cycle at the group rate for those plans selected.

## ARTICLE XIII

### Use of Automobile

All members of the Association shall be reimbursed at the rate established by The Englewood Board of Education when they are required to use their own vehicles in the performance of their duties.

## ARTICLE XIV

### Reduction of Personnel

There shall be no reduction in Administrative staff except for good cause. In the event of said reduction, every attempt will be made to place this person in a professional position within the district. Reductions will be based on seniority in accordance with N.J.A.C. 6:3-5.1.

## ARTICLE XV

### Physical Examinations

The Board will reimburse each supervisory employee for the cost of an annual physical exam and/or eye examination providing such a reimbursement does not exceed five hundred dollars. Payment will be made only upon presentation of medical insurance reimbursement form (*Customer's Explanation of Benefits*) and a physician's receipt submitted no later than ninety (90) days following the date of the examination.

## ARTICLE XVI

### Other Protections

In the event an emergency situation arises that is not covered by written policy, the supervisory employee shall have the authority to make whatever decision that is necessary for the safety and welfare of the students.

The Board shall give full support, including legal and other assistance, for any assault upon the supervisory employee while acting on the discharge of his/her duties. In the advent of civil or criminal actions against an administrator while in the performance of his/duties, the superintendent of schools or his/her designee will meet with the administrator within five (5) days of notification of the action to discuss the application of the indemnity provisions of NJSA 18A:16-6 and 16-6.1

When absence arises from such assault or injury, the Board will continue salary and grant a leave without deducting such time from the accumulated sick or personal leave time due the supervisory employee. The Board shall be responsible for the reimbursement to the supervisory employee for the reasonable cost of personal property or clothing damaged in said performances of duties as well as medical services required. These benefits will continue beyond the period of any Workman's Compensation.

## ARTICLE XVII

### Salary And Emoluments

- A) Salary — See Attached Schedule
- B) Dues—Professional Organizations: The Board agrees to make deductions from the salaries of the supervisory employees for the dues of professional organizations as each individual authorizes voluntarily in compliance with N.J.S.A. 34:13A-5.6. The person designated by the Board shall distribute such moneys to the proper associations.
- C) Withholding of Increment: It shall be clearly understood by both parties that the salary increases are not automatic. The Board reserves the right to withhold all increments for inefficiency or other good cause. In the event the Board wishes to exercise such a right, it does hereby agree to follow this procedure:
  - 1. Whenever the Superintendent of Schools or his/her designee submits a recommendation to the Board to withhold an increment, the supervisory employee to be so deprived shall be put on notice of this recommendation prior to April 30.

2. The supervisory employee shall be afforded a reasonable opportunity to speak on his/her own behalf before the Board within thirty (30) days of notification. Such a meeting before the Board shall not constitute a plenary hearing.
3. The Board will not take necessary formal action until a date subsequent to the above meeting.
4. If the resultant action of the Board is to withhold an increment, the Board shall give written notice of such action to the supervisory employee concerned within ten (10) days of said action.
5. In the case of a supervisory employee who has had an increment withheld, and the employee's evaluation for the subsequent school year is satisfactory, he/she may, at the discretion of the Board receive the salary increase from the previous school year.
6. All actions regarding the withholding of an increment shall be in accordance with due process as prescribed by statute and Board policy.

D) Personal Computer: A personal computer and printer will be provided for home use to perform school business.

## ARTICLE XVIII

### Work Day and Hours

Each twelve (12) month supervisory employee shall work no more than forty (40) hours total per week from September through June when students are in attendance, and no more than thirty-five (35) hours per work week from July 1 through August 31 and school vacation days when students are not in attendance. The Superintendent or his/her designee may at his/her discretion institute a longer work day during the summer and reduce the number of working days per week from five (5) to four (4). However, each twelve (12) month supervisory employee may be required to work additional hours with no additional remuneration for such occasions as, but not to be limited to, open house, back-to-school night, graduation, extended year, etc.

Work year is defined as July 1 through June 30 of the following year, with the exception of holidays and vacation time.

## ARTICLE XIX

### Selection of Personnel

The principal or his/her designee shall make recommendations to the District Administration for appointment of professional personnel to their building. All such personnel are directly responsible to the principal or his/her designee. However, custodial personnel shall be jointly responsible to the Supervisor of Buildings and Grounds and the Building Administrator.

## ARTICLE XX

### Grievance Procedure

A) Definition: The term grievance means a complaint or claim that there has been an improper application, interpretation or violation of any term or provision of this contract or administrative decisions affecting a member or group of members.

B) Procedure:

1. Filing a Grievance: A grievance may be filed by an individual member, a group of members, or by the Association, either in its own group of members, or by the Association, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level within thirty (30) calendar days of the happening of the event.

2. Failure to Communicate a Decision: Failure at any step to communicate the decision on a grievance within a specified time limitation shall constitute acceptance of a grievance as sustained. Failure to appeal within the specified time limitations from an answer which is unsatisfactory shall be deemed to constitute an acceptance of such response as dispositive.

3. Informal Attempt to Resolve: An individual supervisory employee who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally. However, if the grievant is the Association, the initial discussion shall be at the level of the Assistant Superintendent, or his/her designee; and, in such event, if the problem is not resolved to the satisfaction of the Association within ten (10) work days after the conclusion of the discussion, the procedures prescribed in the subsections of this Section B shall become applicable.

4. Level One—Immediate Superior: If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) work days, he/she shall set forth the grievance in writing to the immediate superior specifying:

a) The nature of the grievance;

- b) The nature and extent of the injury, loss or inconvenience;
- c) The result of the previous discussion;
- d) The dissatisfaction with decisions previously communicated, the decision to the grievant in writing within ten (10) working days of receipt of the written grievance.

5. Level Two—Superintendent of Schools or his/her designee: The grievant, no later than five (5) work days after receipt of the immediate superior's decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent of Schools must be made in writing reciting the matter submitted to the immediate superior, as specified above, and his/her dissatisfaction with the decisions previously rendered. The Superintendent of Schools shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fifteen (15) workdays. The Superintendent of Schools shall communicate his decision in writing to the grievant and the immediate superior.

6. Level Three—Board of Education: If the grievance is not resolved to the grievant's satisfaction, he/she, no later than five (5) work days after the receipt of the Superintendent's decision, may request a review by the Board of Education, who may hear the grievance as long as a quorum exists. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and render a decision in writing within thirty-five (35) calendar days of receipt of the grievance by the Board.

7. Right to Representation: Rights of supervisory employees to representation shall be as follows: Any grievant may be represented at all stages of the grievance procedure by himself/herself, or, at their option, by a representative and/or attorney. When a grievant is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent of Schools or his/her designee or at any later level, be notified that the grievance is in process and have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered.

The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting the appeal with respect to his/her personal grievances.

8. Separate Grievance File: All documents, communications and records dealing with the process of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

9. Meetings and Hearings: No meetings or hearings conducted under this procedure shall be public. The only parties in attendance shall be the parties in interest and the designated or selected representatives contemplated in this article.

## ARTICLE XXI

### Duration of Agreement

This Agreement shall be effective as of July 1, 2002, and shall continue in effect until June 30, 2005, subject to the Association's right to negotiate for a successor Agreement as provided in Article II of this Agreement. This shall not be in the absence of a mutual agreement to extend; it is expressly understood that this Agreement shall expire on the date indicated.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective Presidents, attested by their respective secretaries on the date indicated.

IN WITNESS WHEREOF

The parties have hereunto caused this Agreement to be duly executed by their respective presidents, attested to by their respective secretaries, all on the day and year first above written.

THE ENGLEWOOD BOARD OF EDUCATION

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Larazo Carvajal  
*President*

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Robert J. Aloia  
*Board Secretary*

THE ENGLEWOOD PUBLIC SCHOOL ADMINISTRATORS ASSOCIATION

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Richard Segall  
*President*

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Elizabeth Willaum  
*Secretary*

**Salary Guide Agreement for the Period July 1, 2002 through June 30, 2005**

		2002-03				2004-05			
Step	Directors	Principals	Asst. Prin.	Sup/PH	Step	Directors	Principals	Asst. Prin.	Sup/PH
1	98,232	98,831	90,900	89,334	1	106,002	106,649	98,090	96,401
2	99,270	100,067	92,521	91,265	2	107,123	107,983	99,840	98,485
3	100,363	101,319	94,410	93,137	3	108,302	109,333	101,878	100,505
4	101,466	102,585	95,559	94,352	4	109,492	110,700	103,118	101,815
5	102,582	103,867	96,610	95,345	5	110,697	112,084	104,253/	102,888
6	103,710	105,165	97,674	96,407	6	111,914	113,484	105,400	104,033
7	104,851	106,482	107,651	106,004	7	113,145	114,906		
8	106,004	108,836	107,170	107,651	8	114,389	116,166		
9	108,350	110,033	111,244	108,856	9	115,648	117,446		
10					10	116,921	118,737		
11					11		120,044		

		2003-04				2003-04			
Step	Directors	Principals	Asst. Prin.	Sup/PH	Step	Directors	Principals	Asst. Prin.	Ranges for Principal salaries
1	101,984	102,606	94,372	92,747					Elementary
2	103,062	103,890	96,055	94,752					Steps 1 - 8
3	104,197	105,189	98,016	96,695					Middle
4	105,342	106,504	99,209	97,956					Steps 6 - 9
5	106,501	107,835	100,301	98,988					High
6	107,672	109,182	101,405	100,089					Steps 8 - 11
7	108,856	110,550							
8	110,053	111,763							
9	111,264	112,994							
10	112,489	114,236							
11		115,494							